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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification No. E. 330-1210-32, *dated* 31*st March* 1933.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1933 to 30th June 1935, in the undermentioned taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction by the Deputy Commissioners of the Districts concerned or Assistant Commissioners, Senior Rank deputed for the purpose at their respective District headquarters, on the dates noted against them below, the District Forest Officers of the Districts or Divisions concerned being also present at the sales.

N.B.—(1) The produce in the Taluks and Sub-Taluks marked with an asterisk will be sold firkawar.

(2) If the majority of the bidders present at the sales desire that any other taluk not marked with asterisk* is to be sold firkawar, it will be done so. The sales of the several districts will be held on the dates noted below :—

Names of Districts, Taluks and Sub-Taluks	Date of sale
(1) Bangalore District—	10th May 1933
1 Bangalore	
2 Hoskote	
3 Devanhalli	
4 Doddballapur	
5 Kankanhalli	
6 Magadi	
7 Anekal	
8 Channapatna	
9 Nelamangala	
10 Closepet	
(2) Kolar District—	15th May 1933
1 Kolar	
2 Mulbagal	
3 Chintamani	
4 Bagepalli	
5 Sidlaghatta	
6 Srinivaspur	
7 Goribidnur	
8 Chikballapur	
9 Bowringpet	
10 Malur	
11 Gudibanda Sub-Taluk	
(3) Tumkur District—	17th May 1933
1 Tumkur*	
2 Madhugiri*	
3 Pavagada*	
4 Sira*	
5 Chiknayakanhalli*	
6 Tiptur*	
7 Gubbi*	
8 Kunigal*	
9 Koratagere	
10 Turuvekere Sub-Taluk*	
(4) Chitaldrug District—	22nd May 1933
1 Chitaldrug*	
2 Challakere*	
3 Jagalur	
4 Hiriyur*	
5 Holalkere	
6 Davangere	
7 Molakalmuru*	
8 Hosdurga	
9 Harihar Sub-Taluk	

Names of Districts, Taluks and Sub-Taluks	Date of sale
(5) Shimoga District—	25th May 1933
1 Shimoga	
2 Honnali	
3 Tirthahalli	
4 Kumsi Sub-Taluk	
5 Sagar	
6 Sorab	
7 Shikarpur	
8 Nagar	
9 Channagiri	
(6) Kadur District—	29th May 1933
1 Mudgere	
2 Chikmagalur	
3 Kadur	
4 Koppa	
5 Tarikere	
6 Narasimharajpura Sub-Taluk	
(7) Hassan District—	31st May 1933
1 Hassan	
2 Channarayapatna	
3 Hole-Narsipur	
4 Arkalgud	
5 Belur	
6 Manjarabad	
7 Arsikere	
8 Alur Sub-Taluk	
(8) Mysore District—	3rd June 1933
1 Mysore	
2 Heggaddevankote	
3 Hunsur	
4 Yedatore	
5 Krishnarajpete	
6 Nagamangala	
7 Mandya	
8 Malvalli	
9 Seringapatam	
10 Maddur	
11 Nanjangud	
12 Gundlupet	
13 Chamrajnagar	
14 T.-Narsipur	
15 Periyapatna Sub-Taluk	

Remarks.—*Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate as provided for in clause 5, and (2)

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in cases the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute separate agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall, before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or before		1st November 1933.
2nd	do	do	1st March 1934.
3rd	do	on the	1st July 1934 or the next working day if 1st July 1934 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be apppointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction with the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) The unused licenses and books remaining with the lessee on 31st July 1935, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1935, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.

BANGALORE DISTRICT.

SALE OF IVORY.

Notification, dated 7th April 1933.

It is hereby notified for general information, that about 532 lbs. and 10½ ozs. of ivory (Elephant tusks) will be sold by public auction, subject to the confirmation of the Chief Conservator of Forests in Mysore, by the District Forest Officer, Bangalore, Sandalwood Oil Factory, Sankey's Lodge, Malleswaram, Bangalore, the sale commencing at 1 P.M. *on 8th May* 1933, on the following conditions:—

(1) Each intending bidder is required to deposit a sum of Rs. 100 in currency notes with the District Forest Officer, and obtain a receipt from him before he is permitted to bid.

(2) The bids shall be at—so much per lb. weight.

(3) The highest bidder shall ordinarily be the purchaser.

(4) The District Forest Officer can reject the highest or any bid without assigning any reason therefor.

(5) Should any lot be disputed, the same will again be put up and resold immediately.

(6) Immediately after the sale, each purchaser will be furnished with a memo showing the lots bought by him, their weight and the total amount due by him, with a chellan in duplicate to pay immediately into the State Huzur Treasury 25 per cent of the purchase money. The duplicate chellan will, after payment be returned to the party by the treasury officer with a certificate of the payment into the Treasury of such amount.

(7) The deposit money of the unsuccessful bidders shall be returned immediately the sale is over.

(8) Within three days of the date of sale, the balance of the purchase money should be paid into the treasury and with the treasury certificate, the articles bought shall be claimed.

(9) In the case of default of payment of either the one-fourth of the money on the date of sale or the balance within 3rd day of sale, as stated above, the money or moneys already paid will be liable to be forfeited to Government by the District Forest Officer and the tusks resold at the discretion of the Chief Conservator of Forests.

(10) While the purchaser has no right to any profit accruing from such resale, he shall be liable to be proceeded against for loss, if any, by such resale and such loss shall be recoverable as an arrear of Land Revenue under section 79 of the Forest Regulation.

(11) The lots fully paid for shall be taken delivery of by the purchasers within three days of the payment of the full purchase money or within six days of the date of sale.

(12) The lots shall be weighed out to the purchasers and any excess or deficiency observed shall be paid for or recovered from or made good to the purchasers as the case may be.

(13) After the close of the transaction, the initial deposit of the successful bidders will be returned.

Notification dated 17th April 1933.

The undermentioned quantities of timber will be sold by the District Forest Officer Bangalore District, or any other officer authorised by the District Forest Officer at 2 P.M. on 8th May 1933, under the following conditions :—

Name of Depot	Date of sale	Description of timber			
Sandal Koti, Sankey's Lodge, Malleswaram, Bangalore.	8th May 1933 ...	Mathi ...	18′ × 15″ × 10″	...	2
		Logs ...	18′ × 15″ × 12″	...	13
		Do ...	18′ × 14″ × 7″	...	4
			Total	...	19
		Mathi ...	18′ × 8″ × 4″	...	15
		Scantlings ...	18 × 6″ × 3″	...	12
			Total	...	27
		White Cedar planks.	4′ × 4″ × 1″	...	36
		Hunal Jungle	9′ × 12″ × 1½″	...	1
		Junglewood planks of various sizes.	.....		315 planks.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of the deposit in such cases will not be insisted upon.

2 Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposit the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery of the balance from the defaulter, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30th June 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber puchased has been paid for and the timber fully removed.

13. Interest will be charged at 9 per cent on all belated payments (from the date of their falling due up to the date of payment).

H. S NARAYANA RAO,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification, dated the 25th March 1933.

The attention of the public is invited to this office Notification dated the 25th March 1933, regarding the sale of timber at the following depots on the dates noted against each published on pages 368 and 369, Part VI of the *Mysore Gazette*, dated the 6th April 1933.

Manchegowdanahalli Depot ..	24th April 1933	... 10,000 c.ft. of teak.
Mysore Woodyard ...	27th April 1933	... 10,000 c.ft. of teak and 2,000 c.ft of sawn materials

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Abstract Notification dated 3rd April 1933.

It is hereby notified for general information, that the resale of timber pertaining to defaulters of previous sales has been fixed to be held on the 29th April and 1st May 1933, at Hunsur and Periyapatna Depots respectively.

For full particulars please see detailed notification, dated 3rd April 1933 published on pages 401 and 402, Part VI of the *Mysore Gazette*, dated 13th April 1933.

Notification dated 8th April 1933.

It is hereby notified for general information that the following quantities of timber lying at the places noted against each are remaining unclaimed. Any person having any claim over the property shall, within one month from the date of this notification, present such a claim, in writing, to the undersigned and establish his claim, failing which the ownership of the property shall vest in Government under section 42 of the Mysore Forest Regulation.

CHAMRAJANAGAR FOREST SUB-DIVISION.

Near Punjur Toll-gate, Chamrajanagar Taluk ... 1 Honne piece measuring 1—4 c.ft.

FRENCH-ROCKS RANGE.

Near Linganapur Village, Malvalli Taluk ... 3 Karachi poles measuring (1) 1—6" girth 7—1 length.
(2) 1—4" „ 8—10 „
(3) 1—6 „ 7—4 „

M. A. MUTHANNA,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notification, dated 24th March 1933.

The attention of the public is invited to the timber Sale Notification in the several Jungle Depots of the Sagar Sub-Division, published on pages 371 and 372, Part VI of the *Mysore Gazette*, dated the 6th April 1933.

Place of sale.	*Date of sale.*
Sagar	24th April 1933
Talaguppa	25th do
Kodur	27th do
Shiralkoppa	2nd May 1933
Sorab	8th do

Abstract Notification, dated 27th March 1933.

The attention of the public is invited to the detailed Notification, dated 27th March 1933, regarding the sale of timber and sawn materials in the Shimoga Timber Depot and Saw Mill Depot, published on pages 374 and 375, Part VI of the *Mysore Gazette*, dated 6th April 1933.

Name of Depot.	*Date of sale.*
Timber Depot, Shimoga	17th May 1933
Saw Mill Depot, Shimoga	19th do

Abstract Notification, dated 29th March 1933.

The attention of the public is invited to the detailed notification of timber sales in the several depots of Sagar Sub-Division, published on pages 373 and 374, Part VI of the *Mysore Gazette*, dated 6th April 1933.

MOHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification, dated 1st April 1933.

The attention of the public is invited to the detailed Notification, dated 1st April 1933 published on pages 376 and 377, Part VI of the *Mysore Gazette*, dated 6th April 1933 regarding sale of timber in several Depots of the Division.

H. V. RANGASWAMIENGAR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 15th April 1933.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Kadur Division at 2 P.M. on the dates and places noted below :—

Name of depot	Teak	Mathi	Honne	Hunal	Date and place of sale
	C.ft.	C.ft.	C.ft.	C.ft.	
Kadur ...	500 (poles)	...	...	...	Kadur 8th May 1933.
Gonidid ...	450	245	75	30	Gonibid 4th do

N.B—More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the Officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the Officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the Officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is latter. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1933(?). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. RENANNA